

## W24 Service GmbH – SPECIAL TERMS AND CONDITIONS

### 1. Definitions

Capitalized terms shall have the meaning set forth in the Statement of Work, in the Special Terms and Conditions or as defined below:

**1.1** “Customer Data” means any information or data that Customer supplies to W24.

**1.2** “Customer Items” means Customer’s network, hardware, software, or third-party services relied on by Customer to access and use the W24Solution.

**1.3** “License File” means a digital file generated by W24 and provided to Customer containing Customer’s authentication details.

**1.4** “Subscription Term” means the period of time designated in the Statement of Work during which Customer shall have access to the W24Solution.

### 2. Provision of W24Service

**2.1** The Services provided by W24 consist of

**2.1.1** an application programming interface containing a description of the technical requirements for interconnection between the Customer’s systems and W24’s servers to be provided by W24 integrated into Customer’s systems (“W24 API”);

**2.1.2** a SaaS component operated on W24’s servers which receives the technical document through the W24 API and automatically produces and sends the requested information taken from the technical document in a machine-readable format back to the Customer’s system and

**2.1.3** user documentation containing information on how to integrate the W24 API into Customer’s systems as well as technical specifications and system requirements of the W24 API (“Documentation”).

**2.2** Use of W24Services requires the integration of the API into the Customer’s systems. To this end, Customer may choose to (i) make use of an optional software client, which can be obtained through publicly available repositories such as described in the Statement of Work (“W24 Client”) or (ii) develop a proprietary software module that communicates with the W24 API. To use and access W24Services, the technical specifications and system requirements described in the Documentation must be met.

**2.3** W24 may limit the file format, file size, image resolution and page count of documents that are submitted to the W24 API. The limitations relevant at the time of the conclusion of the Agreement are specified in Annex 1. Orders not meeting the relevant limitations may be rejected by W24.

**2.4** Scope and quality of W24 Services are conclusively defined in the Documentation in the version applicable at the time of the conclusion of this Agreement. The information and (technical) specifications contained in the Agreement do not constitute a guarantee of the quality of the Services provided by W24 or as any other guarantee, unless they have been expressly identified as such in writing by W24.

**2.5** W24 neither guarantees that W24Services can be used for a certain purpose envisaged by the Customer nor that they meet its individual business or other requirements, unless agreed otherwise by the Parties in writing. Individual adaptation, adjustment and / or changes to W24 Services to meet individual requirements of the Customer and / or the development creation of interfaces to other programs used by the Customer are not part of the Agreement and are not owed by W24.

**2.6** Unless the Parties agreed otherwise in writing, W24 will not provide further services such as maintenance, support, set-up, configuration, customizing and training services.

**2.7** Service Levels are listed in Annex 2.

### 3. Right of Use

**3.1** During the term of the Agreement W24 grants to Customer a non-exclusive, non-transferable, non-sublicensable, revocable right and license to permit access to and use of the W24Solution by the Users. The License includes the right

- to use the W24 Solution by all staff and agents of the Customer, and
- to make the W24 Solution publicly available to customers of the Customer in the course of the Customer’s Business Operations.

**3.2** Sec. 540 para. 1 (2) of the German Civil Code (BGB) shall not apply.

**3.3** Customer may not reproduce, translate, adapt, arrange or in any other way modify and decompile the W24 Solution, including, but not limited to the use of the W24 Solution for training machine-learning models except as expressly permitted by W24 in writing. Customer shall be responsible for all acts and omissions of the Users. Acts or omissions by Users which, if performed by the Customer, would constitute a breach of the Agreement shall be deemed as a breach of the Agreement by the Customer.

**3.4** In case of updates, upgrades, new versions or releases of the W24 Solution, which W24 is not obliged to provide, the aforementioned usage rights shall also apply to them.

### 4. Access

**4.1** Access to the W24 Solution is authorized by way of a License File. The Customer shall keep the License File as well as the information contained therein confidential and immediately inform W24 of any suspected breach of confidentiality. Customer will only permit Users to access the W24Solution through the License File and Customer will be responsible for any such use of the W24Solution.

### 5. Development of the W24Solution

**5.1** W24 reserves the right to modify the scope and function of the W24 Solution as part of ongoing product and service development activities (relating to, inter alia, layout, content or functions of the Services) without changing this Agreement, provided that such modifications do not

materially decrease the overall quality of the Services as set forth in the Agreement or otherwise adversely affect the rights and obligations of the Customer under the Agreement.

### **6. Restrictions of Customer**

**6.1** Customer is not permitted to use the W24Solution in any manner that does or could potentially undermine the security of the Services or any data or information stored or transmitted using the Services.

**6.2** Customer will not conceal, remove or alter any proprietary notice or legend regarding W24's proprietary rights in the W24Solution.

**6.3** Customer shall not, and shall not attempt to: (i) interfere with, modify or disable any features, functionality or security controls of the W24Solution, (ii) defeat, avoid, bypass, remove, deactivate or otherwise circumvent any protection mechanisms for the W24Solution, or (iii) reverse engineer, decompile, disassemble or derive source code, underlying ideas, algorithms, structure or organizational from the W24Solution.

**6.4** If W24 believes, in its sole discretion, that Customer has violated or attempted to violate any provision of the Agreement or the spirit of such provisions, the license granted to the Customer under the Agreement may be temporarily or permanently revoked by written notice to the Customer.

### **7. Passwords; Security**

**7.1** W24 will issue to Customer an identity and associated password for access to and use of the W24Solution. In case the Customer can create new accounts, the Customer shall create and assign an identity and an associated password to each User. Customer and its Users are responsible for maintaining the confidentiality of all identities and/or passwords and for ensuring that each identity and/or password is used only by the User to which it was issued. Customer will restrict its Users from sharing passwords. Customer agrees to use commercially reasonable efforts to notify W24 of any unauthorized use of Customer's account, any identity and/or password, or any other breach of security known to Customer, affecting access and use of the W24Solution.

**7.2** W24 will deploy reasonable security precautions commensurate with reasonable industry standards intended to protect against unauthorized access to any Customer Data stored by W24. W24 shall implement such security precautions to secure the W24Solution, including without limitation firewalls and, if applicable, encryption of all personally identifiable data, and shall take all other commercially reasonably necessary measures to prevent unauthorized access, use, reproduction or disclosure of all data (including Customer Data). In addition, W24 shall maintain back-up procedures and facilities covering equipment, operating systems, telecommunications services which will facilitate continued operation of the W24Solution, including without limitation daily updated back-up copies of all current content and data on the W24Solution.

**7.3** Neither Customer nor any User may circumvent or otherwise interfere with any user authentication or security of the W24Solution. Customer shall notify W24 of any suspected or attempted breach affecting the W24Solution.

**7.4** Customer acknowledges that, notwithstanding the security precautions deployed by W24, it is possible for third parties to circumvent W24's security precautions in order to gain illegal access to the W24Solution and Customer Data. Subject to W24's security obligations described in clause 7.2, W24 does not guarantee the confidentiality, security, integrity or authenticity of any data transmitted or stored in any system connected to or accessible via Internet or otherwise or that any security precautions by W24 will be adequate or sufficient to prevent unauthorized access by third parties.

### **8. Customer Data**

**8.1** Customer grants W24 all necessary rights to use the data uploaded by the Customer into the W24 Solution ("Customer Data") for providing the contractual services to the Customer and warrants that it holds all relevant rights, including, but not limited to copyrights, trade secrets and trademarks, in respect to the Customer Data required to make use of the W24 Solution. Unless otherwise agreed by the Parties, all (intellectual) property rights relating to Customer Data, and, as the case may be, regarding the proprietary software module that communicates with the W24 API, developed by Customer, shall remain the property of Customer or, as the case may be, the owner of such rights.

**8.2** W24 will store clippings of the documents submitted by Customer for up to twenty-one (21) days and will use Customer Data to identify and fix technical issues, develop new functionalities, improve its machine learning models, and / or in any other way improve the overall quality and performance of W24 Services.

### **9. Obligations of Customer**

**9.1** The contractual use of the W24Solution is dependent on the fact that the hardware and software used by the Customer, including, as the case may be a proprietary software module developed by the Customer to communicate with the W24 API meet the technical minimum requirements for the use of the W24 Services as described in the Documentation. W24 will not be required to supply any hardware, software or equipment to Customer by reason of any Agreement based on these Terms.

**9.2** Customer will remain solely responsible for implementing and maintaining the technical requirements necessary to use the W24 Services.

**9.3** Should the Customer opt to use the W24 Client, the Customer is required to install and update the software package to the most current version. W24 will inform the Customer of upcoming releases in due time by e-mail.

**9.4** Should the Customer opt to develop a proprietary software module to communicate with the W24 API, the Customer is required to implement all necessary updates to maintain the communication with the most current version of the W24 API. W24 will inform the Customer of upcoming changes to the API in due time by e-mail. The Customer is fully responsible for maintaining their proprietary client.

**9.5** Customer will defend and hold W24 harmless of any claims brought by a third party against W24, alleging an infringement of property rights by W24 as a consequence of the Customer's use of W24 Services in violation of the terms of the Agreement or third-party property rights in relation to Customer Data.

**9.6** Customer acknowledges and agrees (i) that Customer is responsible for selecting appropriate remediation for, and resolving, any issues found on Customer Items; and (ii) that subject to clause 12 of the GTC W24 is not liable for, or responsible to remediate, any issues found regarding Customer Items or Customer Data.

**9.7** Customer agrees (i) to abide by all applicable laws and regulations applicable to the Use of the W24Solution; (ii) not to send or store Customer Data to or on the W24Solution which, to the best of its knowledge, violates the rights of any individual or entity established in any jurisdiction, including any intellectual property rights; (iii) to use commercially reasonable measures not to upload in any way any information or content that contain viruses, worms, Trojan Horses, corrupted files, or any other similar software or programs, harmful code or data that may damage the operation of the W24Solution or another's computer or mobile device; (iv) not to use the W24Solution for illegal or fraudulent purposes; (v) not to intentionally interfere or disrupt networks connected to the W24Solution; (vi) not to intentionally use the W24Solution in any manner that impairs the W24Solution, including without limitation the servers and networks on which the W24Solution is provided; (vii) not to run Maillist, Listserv, any form of auto-responder or "spam" on the W24Solution, or any processes that run or are

activated while Customer is not logged into the W24Solution, or that otherwise intentionally interfere with the proper working of the W24Solution (including by placing an unreasonable load on the infrastructure of the W24Solution); and (viii) not to launch any program that “crawls,” “scrapes,” or “spiders” any page, data, or portion of or relating to the W24Solution (through use of manual or automated means).

**9.8** Customer acknowledges and agrees that W24 neither endorses the content of any Customer Messaging or Customer Data, nor assumes any responsibility for any offensive material contained therein, any infringement of third-party intellectual property rights arising therefrom or any crime facilitated thereby. W24 may remove any content stored using the W24Solution that violates this clause 9, with or without notice to Customer.

### **10. Ownership**

**10.1** W24 reserves all rights, title and interest in the W24Solution and its upgrades, modifications, enhancements, and further developments including all copyright rights, patent rights, trademark rights, and other intellectual property rights. This also applies to the development of the W24Solution based on Customer Data. Except for the express licenses granted in clause 3, there are no other licenses granted to Customer, neither express nor implied.

**10.2** As between W24 and Customer, all right, title and interest in the Customer Data and any other content, technology or other material provided by Customer, if any,

belong to and are retained solely by Customer. W24 shall have the royalty-free worldwide right to collect, store, retain, analyze and process non-personal Customer Data for its own business purposes. The Parties agree that they will process personal data in the meaning of the EU General Data Protection Regulation (“GDPR”) only in compliance with all applicable data protection laws including but not limited to the GDPR at all times.

### **11. Term and Termination**

**11.1** Provisions regarding the commencement of the Agreement, the term and the possibility of terminating the Agreement are set out in the Statement of Work.

**11.2** Each Party’s right to terminate the Agreement for good cause remains unaffected. Notice of termination must be in writing. W24 may suspend or terminate the Agreement at W24’s sole option, with fourteen (14) days prior written notice to Customer, if: (i) any undisputed payment is delinquent by more than thirty (30) days after Customer’s receipt of written notice of late payment from W24 and such suspension shall continue until payment of all undisputed amounts owed are received, or (ii) if the Customer violates usage rights and does not remedy the violation within a reasonable period of time after receiving a written warning from W24.

**11.3** Upon termination of the Agreement, the Customer’s right to use the W24 Services expires and the information contained in the License File will be invalidated.

**Annex 1: Technical Specifications and Requirements**

Documents submitted by the Customer must meet the minimum standards listed below:

File Format	Documents must be submitted in one of the following file formats Vector- and Image-based PDF files according to ISO 32000-2 JPEG Image files according to ISO/IEC 10918, ITU-T T.81, ITU-T T.83, ITU-T T.84, and ITU-T T.86 PNG Image files according to ISO/IEC 15948, and IETF RFC 2083 TIFF Image files according to ISO 12639:2004 / Amd. 1:2007
Document Size	The file size of a submitted document is limited to 5 Mega Byte (or 5'242'880 byte)
Document Length	By default, only the first page of each document is processed. The Customer can set an API parameter to increase this limit to the first 5 pages.
Paper Size and resolution	The following paper sizes are accepted: A4 – ISO 216 A3 – ISO 216 Letter size - ANSI/ASME Y14.1 Ledger size - ANSI/ASME Y14.1 A minimum resolution of 200 dots per inch (dpi) is required for all paper sizes.  The paper size limit is set to A2 at 200dpi. Documents that are larger than this limit may be rejected by W24.
Technical Document	The technical document must confirm to ISO 128, with the title block confirming to ISO 7200 or DIN 6771 to ensure that personal data about the designer, examiner and other involved parties can adequately be blacked out at processing time. Technical documents that do not conform with these standards might not be accepted by the API.
Document Quality	Deviations from industry standards and impairments of the image quality directly affect the results that are returned by the W24Solution. The Customer must take all reasonable steps to supply the highest image quality within the aforementioned restrictions.

**Annex 2: Service Levels**

Service Level	Description
Platform	Processing of 99% of incoming requests is started within <b>1 second</b> or less for up to 3 requests in parallel. When more documents are submitted at the same time, they may be processed when previous requests are completed.
Business	Processing of 99% of incoming requests is started within <b>5 seconds</b> or less for up to 3 requests in parallel. When more documents are submitted at the same time, they may be processed when previous requests are completed.
Base	Processing of incoming requests starts within 24 hours.